

Certificate of Notice Page 1 of 3 Eastern District of Pennsylvania

In re: AnnMarie Preston-Raj Debtor

Case No. 16-15698-elf

Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2 User: Randi Page 1 of 1 Date Rcvd: Jul 18, 2019

Form ID: pdf900 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 20, 2019.

db +AnnMarie Preston-Raj, 69 W. Sharpnack Street, Philadelphia, Pa 19119-2722

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 20, 2019 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 18, 2019 at the address(es) listed below:

CAROL B. MCCULLOUGH on behalf of Debtor AnnMarie Preston-Raj mccullougheisenberg@gmail.com, cbmccullough64@gmail.com

CHRISOVALANTE FLIAKOS on behalf of Creditor CITIMORTGAGE, INC. paeb@fedphe.com KEVIN G. MCDONALD on behalf of Creditor MIDFIRST BANK bkgroup@kmllawgroup.com
MARIO J. HANYON on behalf of Creditor CITIMORTGAGE, INC. paeb@fedphe.com
MATTEO SAMUEL WEINER on behalf of Creditor MIDFIRST BANK bkgroup@kmllawgroup.com
REBECCA ANN SOLARZ on behalf of Creditor MIDFIRST BANK bkgroup@kmllawgroup.com ROBERT PATRICK WENDT on behalf of Creditor CITIMORTGAGE, INC. paeb@fedphe.com United States Trustee USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 9

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IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Stip does not affect confirmed plan

AnnMarie Preston-Raj	<u>Debtor</u>	CHAPTER 13
MIDFIRST BANK	Movant	
vs.		NO. 16-15698 ELF
AnnMarie Preston-Raj	Dil	
¥	<u>Debtor</u>	
William C. Miller Esq.	Trustee	11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$5,737.69, which breaks down as follows;

Post-Petition Payments:

March 2019 to July 2019 at \$1,552.62/month

Late Charges:

March 2019 to July 2019 at \$45.12/month

Fees & Costs: Suspense Balance:

\$250.00 \$2,501.01

Total Post-Petition Arrears

\$5,737.69

- 2. The Debtor(s) shall cure said arrearages in the following manner;
- a). The Debtor will make a down payment in the amount of \$4,852.62 on or before July 31, 2019;
- b). The Debtor will pay the remaining arrears of \$885.07 on or before August31, 2019;
- c). The payment due for August 1, 2019 in the amount of \$1,552.62 will be paid on or before August 31, 2019;
- d). Maintenance of current monthly mortgage payments to the Movant thereafter.
- Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

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- 4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.
 - 5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
- 6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by the Moyant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
 - 9. The parties agree that a facsimile signature shall be considered an original signature.

July 10, 2019 By: /s/ Rebecca A. Solarz, Esquire Date: Rebecca A. Solarz, Esquire Attorney for Moyant Carol B. McCullough, Esquire Attorney for Debtor

July 15, 2019 Date:

William C. Miller, Esquire

Chapter 13 Trustee

*without prejudice to any trustee rights and remedies.

ORDER

Approved by the Court this 18th

July day of

2019. However, the court

retains discretion regarding entry of any further order.

Bankruptcy Judge

Eric L. Frank